FRESHWATER

# Education District 6004

## Summer 2024 Targeted Service-Credit Recovery Extended Time Services Agreement

This Targeted Service/Credit Recovery Program Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Freshwater Education District #6004, hereinafter referred to as the "FED" and Menahga ISD #821, hereinafter referred to as the "Participating District," collectively referred to as the "Parties."

WHEREAS, the FED has expertise and resources that can benefit the educational programs of the Participating District; and

WHEREAS, both parties desire to cooperate in providing educational services in accordance with Minnesota Statutes and other applicable laws and regulations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

### 1. Purpose

The purpose of this Agreement is to outline the terms and conditions under which the FED shall provide educational services to the Participating District, in accordance with applicable Minnesota Statutes and regulations.

- 2. Services to be Provided
  - 2.1 The FED agrees to provide the following services to the Participating District:
    - Teacher Employment relating to Targeted Services and Credit Recovery
    - Teacher Aide Employment relating to Targeted Services and Credit Recovery
    - Payroll Support relating to Targeted Services and Credit Recovery
    - MARSS Support relating to Targeted Services and Credit Recovery

2.2 The FED shall designate a point of contact responsible for coordinating and overseeing the delivery of services to the Participating District.

2.3 The Participating District agrees to provide the following:

- Facility Use
- List of teachers and teacher aides
- Completed CLP documents
- Completed MARSS documents

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# Education District 6004

### 3. Term

This Agreement shall commence on June 1, 2024 and shall continue in effect until August 31, 2024, unless terminated earlier in accordance with the provisions of this Agreement.

### 4. Financial Considerations

4.1 The Participating District shall compensate the FED for the services rendered under this Agreement in accordance with the fee schedule attached hereto as Exhibit A, which is incorporated herein by reference.

District Election:
Dase Option
Tier I
Tier I
Tier II
Tier II

#### 5. Compliance with Laws

The Parties agree to comply with all applicable federal and state laws and regulations pertaining to the provision of educational services.

6. Termination

6.1 Either Party may terminate this Agreement by providing written notice to the other Party at least sixty (60) days in advance of the intended termination date.

6.2 In the event of a material breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.

#### 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

#### 8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Jay Kjos, Superintendent Menahga Public School

Eric Weber, Superintendent Freshwater Education District

Options	Teacher Rate	Teacher	FED Billing Rate	Minimum	Minimum
		Assistant Rate		<b>Teacher Ratio</b>	Assistant Ratio
Base Option	\$32.40/hour	\$15.00/hour	90% Ext Time	11 to 1	16 to 1
Tier I Option	\$37.00/hour	\$17.00/hour	95% Ext Time	11 to 1	16 to 1
Tier II Option	\$40.00/hour	\$19.00/hour	97% Ext Time	11 to 1	16 to 1
Tier III Option	\$45.00/hour	\$21.00/hour	100% Ext Time	12 to 1	17 to 1

Teachers will record two (2) hours of program setup at the beginning of the program, and two (2) hours of program wrap up at the end of the program.

There will be no granted prep time during the program.

If a district chooses to pay at tier I, II, or III and fails to maintain the minimum teacher or assistant ratio, the FED shall bill at 100% extended time. If billing at 100% fails to cover the expense of the program, the FED shall bill an additional amount to cover 100% of the expenses and any other calculated overhead/program administration cost.